

**GOVERNMENT OF
THE VIRGIN ISLANDS OF THE UNITED STATES**

**Request for Proposal – Negotiation
Professional Services**

To:

Date: January 15, 2020

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RFP No. 012-T-2020 (P)

Pursuant to 31 V.I.C. 239 (a) (4) and Rules and Regulations thereunder issued, the Government of the Virgin Islands, herein after referred to as GVI, Department of Property and Procurement will receive proposals for the work described below. Proposals will be received no later than **Wednesday, January 29, 2020 @ 4:30 o'clock p.m.** Atlantic Standard Time.

DESCRIPTION OF WORK: Pharmacy Benefits Management Services

SCOPE OF SERVICES: See attached

NEGOTIATED PROCEDURES:

The Commissioner of the Department of Property and Procurement will appoint a Selection Committee to assist in the evaluation and selection of the Contractor. Accordingly, current data on qualifications and performance should be submitted with proposals. After reviewing the qualifications and proposals the Committee will select for discussions from the firm/s or person/s considered not less than three (3), in order of preference, **deemed to be most highly qualified to provide the services herein required.** Discussions will be conducted successively and severally with the firms or persons so selected the anticipated concepts and the relative utility alternative methods of approach for furnishing the services hereunder.

FACTORS FOR DISCUSSIONS

Selection criteria will include (i) Professional qualification, registration and general reputation of principals of the firm or person; (ii) the extent to which the firm or person specializes in or has provided services of a type and scope similar to the hereunder; (iii) familiarity with the location (s) in which services will be performed; (iv) capability of meeting schedules; and (v) quality of performance on other similar projects.

NEGOTIATION:

The Selection Committee shall recommend to the Commissioner **the highest qualified firm or person with whom a contract shall be negotiated.** The Commissioner, with the assistance of the Selection Committee, shall attempt to negotiate a contract with such firm or person.

Should the Commissioner be unable to negotiate a satisfactory contract with the firm considered to be the most qualified, at a price he determines to be fair and reasonable to the Government, negotiations with that firm will be formally terminated. Negotiations will then commence with the second most qualified, the third most qualified or additional firms, in order of preference, and shall continue until an agreement is reached.

Anthony D. Thomas
Commissioner
Property and Procurement

INSTRUCTION TO PROPOSERS

A. NOTICE

RFP-012-T-2020 (P)

Information provided in the scope of work is to be used only for purposes of preparing a proposal. It is further expected that each bidder will read the scope of work thoroughly, for failure to meet certain specified conditions may invalidate the proposal.

The Government of the Virgin Islands, herein after referred to as GVI, reserves the right to reject any or all proposals or any portion thereof and to accept the proposal deemed most advantageous to GVI. Price shall not be the sole criterion of awarding this project. Scope and quality of work proposed and the ability of the bidder to complete this type of project shall also be considered.

Applicants are requested to submit proposals on the basis of the scope of work. Alternative proposals recommending new features and technology other than that requested in the scope of work will receive consideration providing such new features and/or technology is clearly explained. Any exceptions to the requirements requested herein must be clearly noted in writing and be included as part of the proposal.

The information contained herein is believed to be accurate but is not to be considered in any way as a warranty. Request for additional information clarifying the Scope of Work should be directed in writing to **Chief Deputy Commissioner of Procurement, Lisa Alejandro** at lisa.alejandro@dpp.vi.gov.

B. STATEMENT OF PURPOSE

To assist the Government of the Virgin Islands in meeting the requirement for the following services: **RFP-012-T-2020 (P)**

C. PROPOSE SCOPE OF WORK

See Attached

D. TIMETABLE

Last Day for Written Clarification is Tuesday, January 21, 2020 @ 1:00 PM

E. SUBMISSION OF PROPOSAL

All interested parties shall submit *one (1)* original and *five (5)* copy sets of proposals, which are to be delivered to the Department of Property and Procurement no later than **Wednesday, January 29, 2020 @ 4:30 p. m.** Atlantic Standard Time.

They shall be addressed to:

Anthony D. Thomas
Commissioner
Property & Procurement
8201 Subbase, 3rd Floor
St. Thomas, Virgin Islands 00802

THE SEALED ENVELOPE CONTAINING THE PROPOSAL MUST HAVE THE FOLLOWING INFORMATION WRITTEN ON THE OUTSIDE OF THE ENVELOPE OR PACKAGE:

SEALED PROPOSALS-DO NOT OPEN

RFP-012-T-2020 (P)
(Name of Bidder)
(Mailing Address of Bidder)
(Telephone Number of Bidder)
(Fax Number of Bidder)

Where proposals are sent by mail, the bidder shall be responsible for their delivery to Department of Property & Procurement before the date and time set for the closing of acceptance of proposals.

F. WITHDRAWALS OF PROPOSAL

A proposal may be withdrawn at any time prior to the time specified as the closing time for acceptance of proposals. However, no proposal shall be withdrawn or canceled for a period of thirty (30) days after said closing time for acceptance of proposals nor shall the successful provider withdraw, cancel or modify the proposal, except at the request of GVI after having been notified that said proposal has been accepted by GVI.

G. INTERPRETATION OF SPECIFICATIONS

If any person contemplating submitting a proposal requires clarification of any part of the scope of work, he/she may submit to the GVI a written request for an interpretation thereof to the **Chief Deputy Commissioner of Procurement, Lisa Alejandro**. GVI will not respond to questions received after the above established date. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the scope of work will be made in writing to all prospective providers. Oral explanations will not be binding.

H. CONSIDERATION OF PROPOSAL

The Commissioner of Property and Procurement shall represent and act for GVI in all matters pertaining to the scope of work and contract in conjunction therewith. **This RFP does not commit GVI to the award of a contract, nor pay of any cost incurred in the preparation and submission of proposals in anticipation of a contract. GVI reserves the right to reject any or all proposals and to disregard any informality and/or irregularity in the proposal when, in its opinion, the best interest of GVI will be served by such action.** Proposals failing to provide some of the items in the scope of work shall not be rejected per se but any deviations from the scope must be clearly noted.

I. ACCEPTANCE OF PROPOSALS

GVI will notify in writing acceptance of one of the proposals. Failure to provide any supplementary documentation to comply with the respondent's proposal may be grounds for disqualification.

J. CONTENTS OF PROPOSAL

The following is a list of information to be included in the written proposal.
Failure to comply with all the requirements as outlined, may disqualify the applicant.

1. Introductory letter about the applicant:
 - a. Name, address, email and telephone numbers.
 - b. Type of service for which individual/firm is qualified.
2. Organization:
 - a. Names/addresses of Principals of Firm.
 - b. Names of key personnel with experience of each and length of time in organization.
 - c. Number of staff available for project. (Local & Off-Territory)
 - d. Copy of Articles of Incorporation
 - e. Copy of Certificate of Resolution
 - f. Copy of valid Business License
3. Outside consultants that will be retained for this project and percentage of work to be sub-contracted.
4. Project experience:
 - a. List of completed projects and estimated cost of each.
 - b. Current projects underway; scope; percentage completed to date and estimated cost of each.
5. Project References: (including a notarized written consent from the authorized representative which must include name; telephone number; and email address).
6. Project Approach:
 - a. Describe how you will approach this project and availability to perform the services requested.
7. **Cost: Cost Proposal (*one (1) original and four (4) copy sets of proposals*) must be submitted in a separate sealed envelope.**

K. CONFLICT OF INTEREST

A proposer filing a proposal hereby certifies that no officer, agent or employee of GVI has a pecuniary interest in this proposal or has participated in contract negotiations on behalf of GVI; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Bidder for the same request for proposals; the Bidder is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

L. LICENSE REQUIREMENT

An award will not be made to any firm or individual doing business in the Virgin Islands with the Government of the Virgin Islands until evidence is submitted that said firm or individual has a valid Virgin Islands Business License. Bidders must submit hard copy of a valid Virgin Islands Business License within ten (10) business days after award. All Bidders bidding as Joint Ventures must be licensed as a Joint Venture in the Virgin Islands.

M. REQUIRED DOCUMENTS

1. **PUBLIC LIABILITY:** The successful bidder will be required to obtain and have in place public liability insurance and other insurance necessary as requested in this proposal package. Insurance policy(ies) shall name the Government of the Virgin Islands as "**Additional Insured**". The public liability insurance shall have a minimum limit of not less than **one hundred thousand (\$100,000.00) dollars** for any one occurrence for death or personal injury and **one hundred thousand (\$100,000.00) dollars** for any one occurrence for property damage. Bidder must provide public liability insurance within ten (10) business days after award.
2. **WORKERS' COMPENSATION:** Within ten (10) business days after award of contract, the successful bidder must submit a copy of their certificate verifying his firm and agents are covered by Workers' Compensation Insurance.
3. **FAILURE TO PROVIDE THE CERTIFICATES WITHIN THE STATED TIME PERIOD MAY RESULT IN THE PROPOSAL DEEMED NON-RESPONSIVE AND MAY BE IMMEDIATELY DISQUALIFIED WITH NO FURTHER CONSIDERATION GIVEN FOR POTENTIAL AWARDED OF THE CONTRACT.**

**N. MANDATORY LIST OF REQUIRED SUPPORTING DOCUMENTS TO
CONTRACT WITH GOVERNMENT OF THE VIRGIN ISLANDS**

1. See Attached.

THESE WILL BE REQUIRED PRIOR TO AWARD OF CONTRACT.



List of Required
Docs.09.17.2018.pdf

REQUEST FOR PROPOSAL PHARMACY BENEFITS MANAGER (PBM) FOR THE USVI
DEPARTMENT OF HEALTH'S RYAN WHITE PART B AIDS DRUG ASSISTANCE PROGRAM
(ADAP)GOVERNMENT OF THE
UNITED STATES VIRGIN ISLANDS

To: **Date:**

..... **RFP No: 012-T-2020 (P)**

INTRODUCTION:

General Information about the USVI Department of Health:

The USVI Department of Health functions as both the state regulatory agency and the territorial public health agency for the U.S. Virgin Islands. As set forth by the Virgin Islands Code, Titles 3 and 19, the Department of Health (DOH) has direct responsibility for conducting programs of preventive medicine, including special programs in Maternal and Child Health, Family Planning, Environmental Sanitation, Mental Health, and Drug and Substance Abuse Prevention. DOH also is responsible for health promotion and protection, regulation of health care providers and facilities, and policy development and planning, as well as maintaining the vital statistics for the population. The USVI Department of Health's mission is to reduce health risks, increase access to quality healthcare and enforce our current health standards.

DOH provides Emergency Medical Services, issues birth and death certificates, performs environmental health services, and conducts health research and surveys. The Department is also responsible for regulating and licensing health care providers and facilities and assumes primary responsibility for the health of the community in the event of a disaster. The department employs providers and administrators from every aspect of health care, and manages several programs, both federal and local; to meet the needs of the community it serves.

The USVI Department of Health Ryan White Part B Program, located under the organizational umbrella of the Communicable Diseases Division, is committed to addressing the unmet needs of all the citizens in the territory, particularly those who are aware of their status, not in care; and the needs of those unaware of their status. In order to reduce the continuing threat of HIV/AIDS in the community, efforts must focus on finding all individuals who are HIV-positive and not in care, providing opportunities for counseling and testing, and decreasing stigma and discrimination associated with HIV/AIDS in the USVI. Using federal funds, the main goal of this program is to provide services to PLWHA who are uninsured and underinsured. The AIDS Drug Assistance program is one of two components of the USVI Ryan White Program. We are a direct purchase state that purchases an estimated \$70,000.00 worth of medication monthly, from a contracted pharmaceutical wholesale vendor. The Territory does participate in the 340b drug discount. The VIADAP currently serves approximately 150 clients.

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Request for Proposals

The Government of the United States Virgin Islands (herein after referred to as the "GVI") is requesting proposals from qualified vendors to provide pharmacy benefits management services, including claims adjudication, coordination of benefits and point-of-sale processing for its clients.

Working Papers - In all cases, the respondent will retain all working papers for a period of five (5) years and will provide the VIDO and/or its assignees access, free of charge, to any or all work papers for a period of five (5) years. Working papers will be available for examination or duplication without charge to authorized GVI employees, specifically VIDO personnel.

This Request for Proposals (RFP) sets forth the requirements for the services and solicits a detailed response from prospective vendors to include a Technical Proposal and a Pricing Proposal. The **Pricing Proposal should be submitted separately, sealed, from the Technical Proposal.**

GVI encourages respondents to this solicitation to propose alternative strategies for consideration based on previous experience or for reasons such as risk mitigation. At a minimum, prospective vendors must submit pricing and staffing estimates for the life of the project.

FUNCTIONAL SCOPE

The purpose of this RFP is to solicit proposals from qualified vendors that provide pharmacy benefits management services, including claims adjudication, coordination of benefits and point-of-sale processing for its clients. The USVI Department of Health will select one vendor to serve as the Pharmacy Benefits Manager for the VIADAP program, respectively.

A contract is necessary to provide pharmacy benefits management services to all eligible clients with coverage through Medicare Part D, and private insurance, as well as uninsured clients. The successful proposer will implement an efficient and cost-effective program with a comprehensive distribution network of pharmacies that provides services to eligible clients residing in the Territory of the Virgin Islands.

The USVI Department of Property and Procurement of behalf of the USVI Department of Health invites qualified proposers to submit proposals for services to provide pharmacy benefits management services through managed care organizations, self-insured companies, retail pharmacies and government programs to manage certain prescription drug benefits for clients eligible for VIADAP in accordance with the specifications and conditions set forth in the scope of work.

The scope of the management services includes, but are not limited to, the familiarity with the following terms:

GLOSSARY

ADAP	AIDS Drug Assistance Program (national) ADR: ADAP Data Report
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ANSI:	American National Standards Institute
CAREWare	free, scalable software for managing and monitoring HIV clinical and supportive care and will quickly produce a completed Ryan White HIV/AIDS Services Report
CBO	Community Based Organization
CDAP	Copayment and Deductible Assistance Program CMS: Centers for Medicare and Medicaid Services
COB	Coordination of Benefits
CQI	Continuous Quality Improvement
CST	Central Standard Time
DOH	Department of Health
DMR	Direct Member Reimbursement
EDI	Electronic Data Interface
FPL	Federal Poverty Level
HICP	Health Insurance Continuation Program
HIP	Health Insurance Program
HiTECH	Health Information Technology for Economic and Clinical Health
HIV	Human Immunodeficiency Virus
HRSA	Health Resources and Services Administration
LIS	Low Income Subsidy
Must	Denotes a mandatory requirement
NDC	National Drug Code
NCPDP	National Council for Prescription Drug Programs
Original	Denotes must be signed in ink
OPH	Office of Public Health
PAP	Pharmaceutical Assistance Program
PBM	Pharmacy Benefits Manager
PCN	Processor Control Number PDP: Prescription Drug Plans
POS	Point of Sale
Redacted Proposal	The removal of alleged confidential and/or proprietary information from one copy of the proposal for public records purposes.
RxBIN	Benefits Identification Number
SCA	Senior Citizen Affairs
Shall, Will	Denote a mandatory requirement

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Should, Can, May	Denote a preference, but not a mandatory requirement
SPAP	State Pharmaceutical Assistance Program
STD	Sexually Transmitted Disease
TAB Coordinator	Treatment Access and Benefits Coordinator
VIADAP	Virgin Islands AIDS Drug Assistance Program
MTM	Medication Therapy Management

The GVI will conduct interviews only with select prospective vendors that meet the evaluation criteria in this RFP.

Resources Available to Contractor

The Ryan White Part B Project Director will be responsible for primary oversight of the contract. This individual will schedule meetings to discuss progress of activities and problems identified. All work performed by the Contractor will be monitored by the Ryan White Project Director.

SCOPE OF WORK

This section of the proposal shall explain in detail how the prospective vendor will provide pharmacy benefits management services, including claims adjudication, coordination of benefits and point-of-sale processing for its clients. Any management services proposed must include appropriate internal control methodologies that comply with authorizing Federal statutes, the Uniform Guidance, and specific grant terms and conditions as it relates to the management of HHS grant funds.

The vendor will identify the proposed team (partners, manager's supervisors, and staff) that will be responsible for providing the required management services and provide a detailed resume for each proposed team member. The awardee will also indicate the specific individual who will serve as the day-to-day contact and be responsible for the work product of the Awardee. This individual must be available to attend meetings and respond to specific inquiries and calls with a 24-hour notice.

Support personnel will be made available by the VIDOH to provide assistance, such as identifying locations of required records, gathering needed documentation and supporting information and such other tasks that will serve to facilitate daily management and administrative activities, with the understanding that supporting personnel must be given consideration to effectively perform the day-to-day requirements of their positions.

The successful vendor for VIDOH will enter into a contract with VIDPP on behalf of VIDOH. The vendor will manage all pharmacy benefits management services, including claims adjudication, coordination of benefits and point-of-sale processing for the VIDOH Territory-wide.

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1. The result of this contract will be for the Contractor to meet the medication needs of clients who meet the program's eligibility requirements in an effective and efficient manner. The Contractor will provide pharmacy benefits management services, including claims adjudication, coordination of benefits and point-of-sale processing services to eligible clients with coverage through Medicaid, Medicare Part D, and private insurance, as well as those who are uninsured; maintain a comprehensive distribution network of pharmacies; and provide reporting that meets client level data requirements of VIADAP and the Ryan White HIV/AIDS Treatment Extension Act of 2009 (Public Law 111-87, October 30, 2009). ***Eligibility determination services for all the persons applying to VIADAP will be performed by the USVI Ryan White Part B staff.***
2. The Contractor must have or be able to develop a mechanism to electronically receive and provide eligibility information that matches the data requirements of Health Resources and Services Administration (HRSA).
3. The contractor will assist with formulary maintenance and revision, every two years pursuant to HRSA requirements; and rebate management services. The contractor will also be expected to facilitate quarterly formulary advisory committee meetings to provide guidance on medication trends, and formulary updates.
4. The contractor will:
 - Ensure prior authorization criteria is in place
 - Implement edits such as early refill limits, therapeutic duplication to prevent stock piling and over utilization of the dispensing of medication.
 - Initiate retrospective drug utilization reviews with the providers; and assist with drafting and enforcing corrective action plans as needed.

Deliverables

Technical Support/Customer Service: Contractor shall provide personalized and responsive customer service and account management including member services support after-hours, seven days a week. Additionally, contractor shall provide knowledgeable staff who will work closely with Ryan White Part B staff, clinicians, contracted pharmacies and other providers.

1. Provide technical assistance to ADAP Technician and Ryan White Part B Project Director and pharmacy service providers on inquiries including but not limited to coordinator of benefits, claims processing and billing.
2. Provide technical assistance, based on needs and requests, related to accessing VIADAP to CBOs, clinicians, and providers throughout the state. Depending on the scope of the requests, technical assistance may be provided via telephone, webinars or during scheduled provider trainings which occurs on average two times a year.
3. Maintain current contact information for network pharmacies, and insurance companies.
4. Assign a contact person with a designated phone number to respond to client inquiries. This individual must have customer service experience, be trained and knowledgeable of the

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program 's services and have access to client-level Information to respond to participants inquiries regarding program enrollment and coverage information. This person must also have a designated back up.

5. Maintain a toll-free client support number, which will be staffed 24 hours a day, 7 days a week including weekends as well as state and federal holidays. The toll-free client support number must also be available in the event of VIADAP Eligibility Specialists, ADAP Technician and Ryan White Part B Project Director furlough, government shut downs, emergency evacuation or other unforeseen events.
6. Maintain a help desk that will provide technical assistance to pharmacies and the VIADAP for billing and claims system issues. 24-hour access is preferred; however, at a minimum, the help desk staff must be readily available between the hours of 7:00 a.m. – 7:00 p.m. Eastern Standard Time (EST), Monday through Friday. In place of 24-hour access, an automated phone system must be maintained for telephone calls received after hours with response to messages occurring on the next business day.
7. Maintain, at minimum, monthly contact via in person meeting or phone call with ADAP Technician and Ryan White Part B Project Director to review and discuss contract objectives and program performance. A designated staff member shall be identified to communicate with ADAP Technician and Ryan White Part B Project Director.
8. Participate in relevant VIADAP meetings, including but not limited to, the ADAP Formulary Advisory Committee meeting, monthly monitoring meetings, Ryan White Part B Program staff meetings, and other appropriate VIADAP planning meetings.
9. Participate in an average of 2 statewide trainings and/or meetings per year at VIADAP's direction, to assist in presenting program information to contracted CBOs, case management agencies and other service providers.
10. Prepare a monthly call log that documents problem calls, and include, at a minimum: date, caller, type of problem, how the problem was resolved, and when it was resolved.

Contractual Agreements: Contractor will coordinate efforts with the VIDOH to negotiate contracts with network pharmacies. Contractor shall:

1. Pay dispensing fees to the network pharmacies for prescriptions filled for eligible clients.
2. Ensure network pharmacies resolve payment errors made to third party insurance and Medicare Part D PDPs within 90 days.

Pharmacy Network: Contractor shall create, maintain and/or expand a pharmacy distribution network within Virgin Islands Ryan White Part B.

1. Generate VIADAP cards for eligible clients and mail directly to VIADAP. The card should include specific information regarding the client's coverage and program policy.
2. Coordinate the payment of deductibles, co-copayments, coinsurance for individuals enrolled in a VIADAP health insurance assistance program.
3. Establish and maintain a network of pharmacy locations capable of providing walk-in service to 100 percent of VIADAP clients, ensuring communication of billing procedures, access to eligibility, claims adjudication and coordination of benefits.

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4. Communicate with the pharmacy network any program updates or changes via broadcast fax, email or mail. Copy the VIADAP Technician and Ryan White Part B Project Director on all correspondence sent to all VIADAP clients and/or pharmacies.
5. Provide payment to retail network pharmacies on a regular basis in accordance with the USVI Department of Health and the Government of the Virgin Islands guidelines. The Contractor must also provide detailed invoice information to VIADAP Technician and Ryan White Part B Project Director on all reimbursable charges incurred for each invoice period, such as the cost of medication, applicable copayments and deductible charges, dispensing fees, etc.
6. Not be reimbursed by VIADAP for ineligible charges, and any payments made for such will be recouped by VIADAP.
7. Have a documented and routinely tested emergency response/preparedness plan that, once implemented, has operations of retail claims network order pharmacy back to 95 percent within 48 hours of the conclusion of the emergency. On an annual basis, the Contractor must provide the ADAP Technician and Ryan White Part B Project Director with documentation of this plan and frequency of testing, as well as any contingency plans.
8. Prepare data for import into CAREWare, a HRSA- developed, web-based data management system. Software will be provided by VIADAP.

Claims Processing: Contractor shall provide an efficient electronic point-of-sale (POS), claims adjudication and coordination of benefits system, make payments to network pharmacies, coordinate with other third-party payers and provide data management and member support services. Electronic claims processing capacity must be enough to allow pharmacies to do online adjudication and split billing, which will mean that pharmacies or clients will not need to submit manual claims for secondary payment. The Contractor shall:

1. Allow for coordination of primary, secondary and tertiary payers of prescription claims. Prescription claims must always pay with VIADAP as final payer based on other payers 'payment of claim using —lesser of logic. VIADAP will always be the payer of last resort.
2. Retain the primary payer status of insurance, Medicaid or Medicare Part D so that VIADAP will always be considered a secondary payer.
3. Have the ability to transmit primary and/or secondary insurance information to the pharmacy.
4. Provide remote access to the Contractor 's claim system to include:
 - a. Pharmacy locator
 - b. Real-time claim tracking/history to include retail, and direct client reimbursement claims history
 - c. Drug formulary and pricing information
 - d. Client benefit level information
 - e. Client prescription History
 - f. Prior Authorization
5. Identify and report the VIADAP clients' enrollment in and eligibility for other payer, including but not limited to private insurance, Medicaid and Medicare.
6. Provide an automated process of ongoing screening for other prescriptions benefits for VIADAP clients.

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7. Have a detailed, mapped recoupment process for instances where other prescription coverage has been identified, so that claims can be reversed and rebilled to other payers. Facilitate and report to ADAP Technician and Ryan White Part B Project Director the recoupment process and provide a detailed description of how this task will be performed to include type(s) of software used, outside vendor(s) used (if any, frequency at which tasks are performed, and how information will be communicated to VIADAP and/or the pharmacy.
8. Coordinate coverage and benefits with insurance providers including Medicaid, Medicare Part D Prescription Drug Plans.
 - a. Oversee the payment of medication deductibles, coinsurance, copayments and costs of medications during any gaps in coverage for VIADAP clients enrolled in third party insurance providers, including Medicaid and Medicare Part D;
 - b. Ensure that VIADAP program does not pay for medication that is not on the VIADAP formulary or on the formulary for the specific insurance or Medicare Part D plan in which an individual client is enrolled.
 - c. Establish a network of pharmacies that will be able to split the billing of prescription drug costs between third party insurance plans including Medicare Part D PDPs, and VIADAP.

Data System: Contractor shall maintain a data system that is capable of receiving and managing client eligibility information to use for claims processing, monthly invoicing, reports and billing. The Contractor shall:

1. Provide and manage a data system to collect client level data on each person for whom payment was provided on behalf of VIADAP. This information will be provided to the VIADAP no later than the 5th of each month, following the month in which services were provided. VIADAP will specify the format for the download;
2. Maintain a data system capable of implementing and monitoring cost containment measures (such as annual expenditure caps on client services, client or medication prior authorizations, etc.) established by VIADAP;
3. Provide VIADAP with access to a web-based system that will allow VIADAP eligibility specialists to view live claims adjudication and provide training for VIADAP staff on the use of the system. The system must be compatible with Internet Explorer 8.0.
4. Provide VIADAP on-demand access to downloadable real-time client and service data.
5. Provide VIADAP on-demand access to ad hoc reporting tools through the Contractor 's PBM data system.

Reporting: Contractor shall provide all required annual, semi-annual, quarterly, and monthly reports and exchange of data. The Contractor shall:

1. Submit required program data by the deadlines set forth in the final, approved contract.
2. Provide the following deliverables within the specified timeframes:

REPORT	SCHEDULE	DESCRITPION
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Drug Pricing Summary	Quarterly: due to VIADAP last day of the month following the end of calendar year quarter.	Summary of all drug prices and drug price changes. Fields & format to be determined during contract negotiation.
ADAP & Insurance Enrollment Status Summary	Quarterly: due to VIADAP last day of the month following the end of calendar year quarter.	Individual & aggregate report on client enrollment/ disenrollment for each service type. Fields & format to be determined during contract negotiation.
ADAP & Insurance Program Aggregate Utilization	Monthly: Due to SHP by 15th of following month.	Summary report on service utilization. Fields & format to be determined during contract negotiation.
ADAP Adherence Summary	Due with monthly invoice	List of clients who were late or missed picking up refills. Fields & format to be determined during contract negotiation.

3. Capture the required information for payment and analysis of program statistics including HRSA ADAP reporting requirements and drug manufacturer rebate request.
4. Provide additional required monthly and quarterly reports as requested that describe various aspects of program activity.
5. Schedule organize and conduct, at least quarterly, a VIADAP/Contractor conference call to discuss programmatic issues that occurred during the previous quarter.

Monthly Reimbursement: The Contractor must provide monthly services, employ staff, pay claims, and perform all other required work prior to receiving reimbursement from VIADAP. The Contractor shall:

1. The contractor shall submit deliverables in accordance with established timelines and shall submit itemized invoices monthly or as defined in the contract terms. Payment of invoices is subject to approval of Ryan White Part B Project Director.
2. Submit an invoice for reimbursement to VIADAP by the 10TH of each month, following the month in which services were provided.
3. Provide invoices that include all costs for claims processed.
4. Provide by the 10th of each month, following the month in which services were provided, a data file that contains all of the previous month 's claims in client level detail and in an electronic format that can be entered or imported into CAREWare.

Client Confidentiality. The Contractor must be compliant with all HIPAA Guidelines and the federal HiTECH Act of 2009. Confidential information shall include not only sensitive health and risk-related information, but also client personal identifiers, potentially identifying information, and any other information provided to the Contractor for which confidentiality was assured when the individual or establishment provided the information. Extremely stringent standards of client confidentiality must be

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maintained. The use of client information for commercial purposes shall be prohibited. Likewise, the Contractor shall not publish any information about program participants, even in the aggregate, without VIADAP review and prior written permission.

Conflict of Interest: Neither contractor nor its subcontractors shall have ownership nor any interest in any pharmacies in Virgin Islands Ryan White Part B which will participate in the provider network created or utilized under the contract awarded through this RFP.

Contractor and any sub-contractors must divulge relationships with drug companies. These relationships must be fully disclosed to VIADAP prior to the effective date of the contract and updated as appropriate.

Staffing and Organization Plan:

Contractor shall provide a Staffing and Organization Plan to complete all aspects of the proposed work.

Monitor Data Sharing Data Sharing Agreement with Centers for Medicare and Medicaid Services (CMS)

1. Maintain ongoing dialogue with CMS's contracted entity to ensure a seamless flow for transmitting and receiving information, data and other documents as necessary.
2. Ensure that information that is transmitted to CMS is in an electronic file that is compatible and readable by the CMS identified database.
3. Prepare all applications and contractual forms that are needed to maintain the relationship between the USVI ADAP and CMS.
4. Have representative attend/participate in conference calls, and meetings that are needed to maintain this relationship.

Quality Assurance/Monitoring Requirements:

1. Contractor shall produce monthly, quarterly, and annual reports to monitor service utilization and expenditures, and to ensure that the program is being implemented and delivered as required
2. Prior to delivering services, the Contractor shall be required to establish and submit to VIADAP for approval a quality assurance and monitoring protocol. This protocol must include, at a minimum, a plan to internally review 5% of all active client records on a quarterly basis. For each of the client records reviewed, the Contractor must verify the accuracy of information entered into or imported into CAREWare (or the data system selected for use by VIADAP). The minimal data elements to verify shall include:
 - a. Client profile and health insurance information;
 - b. Number of services provided;
 - c. Total expenditures from the beginning of each grant year and the total expenditures for each quarter; and

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- d. Number of payments.
3. The Contractor shall be subject to an external review of a minimum of 10% of all active client files on an annual basis, to be conducted by the Treatment Access and Benefits Coordinator and/or a member(s) of the VIADAP Evaluation and/or Business Units.
4. Contractor shall collaborate with VIADAP staff to conduct annual client and provider satisfaction surveys.
5. Prior to delivering services, the Contractor must have a policy or protocol that outlines clients '—Rights and Responsibilities and have a detailed client grievance policy in effect.

Drug Benefit/Identification Card: The Contractor will produce prescription drug cards for use when clients go to the pharmacies to get their prescriptions filled.

1. The contractor will mail eligibility cards to VIADAP within seven business days of being notified by VIADAP that the client is eligible for the program. Any items mailed to VIADAP will be sent in corporate envelopes and identified as confidential and without any reference to HIV or AIDS on the outside of the envelope. VIADAP will disperse cards to clients.
2. The prescription drug cards will contain patient identification information that pharmacy providers use to identify eligible clients. Fields of information will be limited to client name, date of birth, member ID number, eligibility begin and end date, EIP and identifiers for other insurance coverage. The contractor may include other fields of information with VIADAP approval. The cards will also have the Contractor's toll-free phone number and logo preprinted on the cards. Information will be typed or printed on the cards. For confidentiality purposes, they must not include HIV or AIDS anywhere on the cards.
3. The Contractor must have procedures for pharmacies to verify the eligibility of a client when there is no eligibility card available. Providers may call the Contractor's toll-free line and speak to any of the Contractor's help desk staff during regular business hours or they can use the Contractor's touch tone operated automated system 24 hours a day to verify a client's eligibility status.

The Contractor must be in compliance with HIPAA's Privacy Standard for Individually Identifiable Health information.

Medication Therapy Management: The Contractor shall provide MTM services to designated HIV positive clients. MTM services will be provided by licensed clinical pharmacists. Contractor will conduct annual Comprehensive Medication Reviews "CMR" and three quarterly Targeted Medication Reviews "TMR", or four quarterly Targeted Medication Reviews "TMR". The services are delivered to monitor each client's medication therapy, develop client-specific medication action plans to educate clients, reduce adverse events, improve outcomes and control costs. As part of the delivery of MTM services, the

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MTM pharmacist shall monitor the client's medication profile with adherence to Formulary standards, current published dosing guidelines and therapy optimization opportunities.

Expansion Services: The Contractor shall have the capability to provide the following expansion services and shall describe in its proposal how it will implement the following requirements upon request of VIADAP.

1. Payment of Medicare Part D Premiums – Upon VIADAP's request, the Contractor shall pay monthly Medicare Part D Premiums on behalf of VIADAP clients who are eligible for a Medicare Part D Prescription Drug Plan.
2. Payment of Private Insurance Premiums – Upon VIADAP's request, the Contractor shall pay monthly private insurance premiums on behalf of clients who are enrolled in the VIADAP program.
3. Payment of Private Insurance Out-of-Pocket Costs – Upon VIADAP's request, the Contractor shall pay private insurance deductibles, coinsurance, co-payments and cost of medications for clients who are enrolled in the VIADAP program.
4. Online Application – Upon VIADAP's request, the Contractor shall provide an online VIADAP eligibility application and recertification portal. The portal allows the client to complete the VIADAP enrollment online and upload their information. The data comes through a portal to VIADAP staff who review the information and are able to push the data and uploaded documents directly into the system without rekeying it.
5. Fiduciary Agent – Upon VIADAP's request, the Contractor shall serve as a fiduciary agent for the VIADAP program. The Contractor shall pay monthly service cost for approved vendors whom provide direct services to eligible VIADAP clients, i.e., outpatient / ambulatory medical services.

Transition Plan: Contractor must have a task-specific and time-limited transition plan that will successfully implement Contractor responsibilities upon initiation of the contract, and transfer Contractor activities upon termination of the contract without interrupting services to clients.

Fraud and Abuse

1. The Contractor shall have internal controls and policies and procedures in place that are designed to prevent, detect, and report known or suspected fraud and abuse activities.
2. Such policies and procedures must be in accordance with state and federal regulations. Contractor shall have adequate staffing and resources to investigate unusual incidents and develop and implement corrective action plans to assist the Contractor in preventing and detecting potential fraud

Subcontracting

The contractor shall not contract with any other party for furnishing any of the work and professional services required by the contract without the express prior written approval of the Department. The contractor shall not substitute any subcontractor without the prior written approval of the Department. In the event, it is necessary to engage the service of subcontractor(s), before commencing work, the contractor will provide letters of agreement, contracts or other forms

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of commitment which demonstrates that all requirements pertaining to the contractor will be satisfied by all subcontractors through the following:

1. The subcontractor(s) will provide a written commitment to accept all contract provisions.
2. The subcontractor(s) will provide a written commitment to adhere to an established system of accounting and financial controls adequate to permit the effective administration of the contract.

ACCEPTANCE OF CONTRACT TEMPLATE AND OTHER TERMS AND CONDITIONS

By submitting a proposal in response to this RFP, the proposer agrees to accept the terms and conditions of the Government's standard professional services contract, a copy of which is attached to this RFP, if the proposer is selected for award. In addition, proposer agrees to comply with all legal requirements to contract with the Government of the U.S. Virgin Islands.

Term of Contract

The contract shall commence on or near the date approximated in the Schedule of Events. The term of this contract shall be for a period of thirty-six (36) months.

The contract will begin upon the signature of the Governor, with two one-year renewal options contingent upon the availability of funding.

PERMITS, LICENSES AND FEES

The Awardee (s) will be responsible for obtaining any necessary permits, licenses, and give all notices necessary to comply with laws, rules, and regulations whether state/territory or federal without any additional cost to the GVI.

COST PROPOSAL

Prospective vendors should submit an estimate of project costs. Do **NOT** use "TBD" (to be determined) or similar annotations for cost estimates. All cells must be filled out. The GVI is asking prospective vendors to estimate costs for all categories with the understanding that they may have to make assumptions. Such assumptions should be stated. Failure to fully provide cost and work effort estimates may lead to elimination. The prospective vendor's Pricing Proposal structure must be aligned with the prospective vendor's work plan. GVI will use the prospective vendor's Pricing Proposal structure as the basis for a payment Schedule. A prospective vendor's initial offer should be based on the most favorable terms available. The GVI may, however, have discussion with those prospective vendors that it deems, in its discretion, to fall within a competitive range. It may also request revised pricing offers from such prospective vendors and make an award and/or conduct negotiations thereafter.

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The vendor shall provide a firm fixed price for completing the Pharmacy Benefits Manager (PBM) responsibilities of the VIDOH according to the following schedule:

All fees and charges should be included in the cost of price of services. However, if the respondent anticipates any extraordinary charges, they must be detailed in the proposal.

The final payment will be paid upon resolution of any open issues or delivery of any remaining items and acceptance of final audit reports, opinion letters, and management letter.

EXCEPTIONS TO THE RFP

All requested information in this RFP must be supplied with the proposal. Prospective vendors may take exception to certain requirements in this RFP. All exceptions shall be clearly identified in this section and the written explanation shall include the scope of the exceptions, the ramifications of the exceptions for the GVI, and the description of the advantages or disadvantages to the GVI as a result of such exceptions. The GVI, at its sole discretion, may reject or accept any exceptions or specifications within the proposal.

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made this _____ day of _____, 20____, in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands, Department of Property and Procurement, on behalf of the [User Agency] (hereinafter referred to as "Government") and [Insert Contractor/Company name as it appears on the business license] (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the Government is in need of the services of a Contractor to [Insert summary of scope of services], which duties and responsibilities are more particularly described in Addendum I (Scope of Services) attached hereto; and

WHEREAS, the Government solicited the services under RFP No. _____; and

or

WHEREAS, the Contractor was selected in accordance with 31 V.I.C. § 239(a) (##) [insert appropriate exception being utilized]; and

WHEREAS, the Contractor represents that it is willing and capable of providing such services; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and intending to be legally bound by this written instrument, the parties hereto do covenant and agree as follows:

1. SERVICES

The Contractor will provide the services described in Addendum I (Scope of Services) attached hereto and made a part of this contract.

2. TERM

This Contract shall commence upon the execution of this Contract by the Governor of the Virgin Islands and shall terminate [insert NUMBER OF DAYS or years in words and numerals] thereafter. The Government in its sole discretion, shall have the option to renew this Contract for a period of one (1) additional year subject to the same terms noted herein, by providing the Contractor with sixty (60) days written notice of the Government's election to renew. (Only insert renewal language in second sentence if the contract has an option to renew)

Or

Upon execution of this Contract by the Governor of the Virgin Islands the Contract shall be effective for a Term beginning from February 1, 2019 to January 31, 2020. The Government in

its sole discretion, shall have the option to renew this Contract for a period of one additional year subject to the same terms noted herein, by providing the Contractor with sixty (60) days written notice of the Government's election to renew. (Only insert renewal language in second sentence if the contract has an option to renew)

3. COMPENSATION

The Government, in consideration of the satisfactory performance of the services described in Addendum I (Scope of Services), agrees to pay Contractor the sum of [insert value of contract in words] [(\$insert value of contract in numerals)] in accordance with the provisions set forth in Addendum II (Compensation) attached hereto and made a part of this contract.

4. TRAVEL EXPENSES

Inclusive of the compensation for services as specified in Paragraph 3 (Compensation) above, the Government agrees to pay documented transportation, subsistence, lodging and other travel expenses, while in travel status, for trips which have been authorized in writing, in advance, by the Government. These costs shall be advanced or reimbursed on the same basis as is applicable to non-contract employees of the Government, or as agreed to by an addendum to this Contract, however, said costs and expenses shall not exceed N/A (\$ N/A).

5. RECORDS

The Contractor when applicable, will present documented precise records of time and/or money expended under this Contract.

6. PROFESSIONAL STANDARDS

The Contractor agrees to maintain the professional standards applicable to its profession and to consultants doing business in the United States Virgin Islands.

7. DOCUMENTS, PRINTOUTS, ETC.

All documents, books, records, instructional materials, programs, printouts and memoranda of every description derived therefrom and pertaining to this Contract shall become the property of the Government and shall be turned over to it at the termination of this Contract. The above described materials shall not be used by Contractor or by any other person or entity except upon the written permission of the Government.

8. LIABILITY OF OTHERS

Nothing in this Contract shall be construed to impose any liability upon the Government to persons, firms, associations, or corporations engaged by Contractor as servants, agents, or independent contractors, or in any other capacity whatsoever, or make Government liable to any such persons, firms, associations, or corporations for the acts, omissions, liabilities, obligations and taxes of Contractor of whatsoever nature, including but not limited to unemployment

insurance, gross receipt, excise, and social security taxes for Contractor, its servants, agents or independent contractors.

9. ASSIGNMENT

The Contractor shall not subcontract or assign any part of the services under this Contract without the prior written consent of the Government.

10. INDEMNIFICATION

Contractor agrees to indemnify, defend and hold harmless Government from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges and expenses (including attorney's fees) and causes of action of whatsoever character which Government may incur, sustain or be subjected to, arising out of or in any way connected to the services to be performed by Contractor under this Contract and arising from any cause, except the sole negligence of Government.

11. INDEPENDENT CONTRACTOR

The Contractor shall perform this Contract as an independent contractor and nothing herein contained shall be construed to be inconsistent with this relationship or status.

12. GOVERNING LAW

This Contract shall be governed by the laws of the United States Virgin Islands and jurisdiction shall remain in the United States Virgin Islands.

13. WAIVERS AND AMENDMENTS

No waiver, modification or amendment of any term, condition, or provision of this Contract shall be valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representatives, and specifying with particularity the nature and extent of such waiver, modification or amendment. Any such waiver, modification or amendment in any instance or instances shall in no event be construed to be a general waiver, modification or amendment of any of the terms, conditions or provisions of this Contract, but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing or writings.

14. ENTIRE AGREEMENT

This agreement constitutes the entire agreement of the parties relating to the subject matter addressed in this Agreement. This agreement supersedes all prior communications, contracts, or agreements between the parties with respect to the subject matter addressed in this agreement, whether written or oral.

15. RIGHT TO WITHHOLD

If work under this Contract is not performed in accordance with the terms hereof, Government will have the right to withhold out of any payment due to Contractor, such sums as Government may deem ample to protect it against loss or to assure payment of claims arising therefrom, and, at its option, Government may apply such sums in such manner as Government may deem proper to secure itself or to satisfy such claims. Government will immediately notify the Contractor in writing in the event that it elects to exercise its right to withhold.

No such withholding or application shall be made by Government if and while Contractor gives satisfactory assurance to Government that such claims will be paid by Contractor or its insurance carrier, if applicable in the event that such contest is not successful.

16. CONDITION PRECEDENT

This Contract shall be subject to the availability and appropriation of funds and to the approval of the Governor.

17. TERMINATION

Either party will have the right to terminate this Contract with or without cause on [insert number of days in words] [(insert number of days in numerals)] days written notice to the other party specifying the date of termination.

18. PARTIAL TERMINATION

The performance of work under this Contract may be terminated by the Government, in part, whenever the Government shall deem such termination advisable by providing [insert number of days in words] [(insert number of days in numerals)] days written notice to the Contractor. This partial termination shall be effected by delivering to the Contractor a Notice of Partial Termination specifying the extent to which the term and/or duties under this Contract are terminated and the date upon which such termination becomes effective. The Contractor shall be entitled to receive payment for services provided to the date of termination, including payment for the period of the [insert number of days in words] [(insert number of days in numerals)] day notice.

19. NON-DISCRIMINATION

No person shall be excluded from participating in, be denied the proceeds of or be subject to discrimination in the performance of this Contract on account of race, creed, color, sex, religion, disability or national origin.

20. CONFLICT OF INTEREST

- (a) Contractor covenants that it has no interest and will not acquire any interest direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract.
- (b) Contractor further covenants that it is:
 - (1) not a territorial officer or employee (i.e., the Governor, Lieutenant Governor, member of the Legislature, or any other elected territorial official; or an officer or employee of the legislative, executive or judicial branch of the Government or any agency, board, commission or independent instrumentality of the Government, whether compensated on a salary, fee or contractual basis); or
 - (2) a territorial officer or employee and, as such, has:
 - (i) familiarized itself with the provisions of Title 3, Chapter 37 of the Virgin Islands Code, pertaining to conflicts of interest, including the penalties provision set forth in section 1108 thereof;
 - (ii) not made, negotiated or influenced this Contract, in its official capacity; and
 - (iii) no financial interest in the Contract as that term is defined in section 1101(1) of said Code chapter.

21. EFFECTIVE DATE

The effective date of this Contract shall be the day of execution of the Contract by the Governor.

22. NOTICE

Any notice required to be given by the Terms of this Contract shall be deemed to have been given when the same is sent by certified mail, postage prepaid or personally delivered, addressed to the parties as follows:

GOVERNMENT

Anthony D. Thomas
Commissioner Nominee
Department of Property and Procurement
8201 Sub Base, Suite 4
St. Thomas Virgin Islands 00802

[NAME & TITLE]

[USER AGENCY]

[AGENCY'S PHYSICAL ADDRESS]

[AGENCY'S MAILING ADDRESS]

[CITY. STATE. ZIP CODE]

CONTRACTOR

[NAME]

[TITLE]
[NAME OF COMPANY]
[PHYSICAL ADDRESS]
[MAILING ADDRESS]
[CITY, STATE, ZIP CODE]

23. LICENSURE

The Contractor covenants that it has:

- (a) obtained all of the applicable licenses or permits, permanent, temporary or otherwise as required by Title 27 of the Virgin Islands Code; and
- (b) familiarized itself with the applicable provisions of Title 27 of the Virgin Islands Code pertaining to professions and occupations.

24. OTHER PROVISIONS

Addenda I and II attached hereto are a part of this Contract and are incorporated herein by reference. (Please make sure all additional addenda are listed in this section that are made a part of this contract)

25. DEBARMENT CERTIFICATION

By execution of this contract, the contractor certifies that it is eligible to receive contract awards using federally appropriated funds and that it has not been suspended or debarred from entering into contracts with any federal agency. The Contractor shall include this provision in each of its subcontracts hereunder and shall furnish its subcontractors with the current "LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NON PROCUREMENT". In the event the Contractor or any subcontractor misrepresents its eligibility to receive contract awards using federal funds, the Contractor or subcontractor agrees that it shall not be entitled to payment for any work performed under this contract or any subcontract and that the Contractor or subcontractor shall promptly reimburse the Government of the Virgin Islands for any progress payments heretofore made. (Only insert if Contract involves federal funds)

26. FALSE CLAIMS

Contractor warrants that it shall not, with respect to this Contract, make or present any claim upon or against the Government of the Virgin Islands, or any officer department, board, commission, or other agency thereof, knowing such claims to be false, fictitious or fraudulent. Contractor acknowledges that making such a false, fictitious or fraudulent claim is an offence under Virgin Islands law.

27. NOTICE OF FEDERAL FUNDING

Contractor acknowledges that this Contract is funded, in whole or in part, by federal funds. Contractor warrants that it shall not, with respect to this Contract, make or present any claim knowing such claim to be false, fictitious, or fraudulent. Contractor acknowledges that making such a false, fictitious, or fraudulent claim is a federal offence. (Only insert if Contract involves federal funds)

28. INSURANCE [if contract is being entered into pursuant to an RFP, utilize the insurance provisions from the RFP, if the contract is being entered into pursuant to an exception to the formal advertising process, use the language below]

Contractor shall maintain the following insurance coverages during the term of this Contract

- (a) **COMMERCIAL GENERAL LIABILITY:** Commercial general liability insurance, in a form acceptable to the Government, on a “per occurrence” basis with a minimum limit of not less than **one million dollars (\$1,000,000.00)** for any one person per occurrence for death or personal injury and **one million dollars (\$1,000,000.00)** for any one occurrence for property damage. Insurance policy(ies) shall name the Government of the Virgin Islands as the certificate holder and additional insured via an endorsement. (Insurance limits may be reduced subject to DPP’s approval, however, insurance limits cannot be less than the total compensation value of the contract. Contracts valued in excess of \$1,000,000.00 will require additional coverage subject to DPP’s approval).
- (b) **PROFESSIONAL LIABILITY:** Professional liability insurance, in a form acceptable to the Government, which covers the services being performed under this Contract, with policy limits of not less than **one million dollars (\$1,000,000.00)** per claim. The Government shall be listed thereon as a certificate holder. (Insurance limits may be reduced subject to the approval of DPP, however, insurance limits cannot be less than the total compensation value of the contract. Contracts valued in excess of \$1,000,000.00 will require additional coverage subject to DPP’s approval).
- (c) **WORKERS’ COMPENSATION:** Contractor shall supply current coverage under the Government Insurance Fund or other form of coverage.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

WITNESSES: GOVERNMENT OF THE VIRGIN ISLANDS

[NAME] [TITLE]

[USER AGENCY] Date _____

Anthony D. Thomas, Commissioner Nominee

Department of Property and Procurement Date _____

CONTRACTOR

[NAME] [TITLE]

[NAME OF COMPANY] Date _____

(Corporate seal, if Contractor is a corporation)

APPROVED:

Date: _____
Honorable Albert Bryan Jr.
GOVERNOR OF THE VIRGIN ISLANDS

APPROVED AS TO LEGAL SUFFICIENCY
DEPARTMENT OF JUSTICE BY: _____ Date _____

PURCHASE ORDER NO. _____

CERTIFICATE OF APPROVAL

I hereby certify that this is a true and exact copy of Contract No. _____ entered into between the Department of Property and Procurement and _____.

Anthony D. Thomas, Commissioner Nominee
Department of Property and Procurement



OPCMR

MANDATORY LIST OF REQUIRED SUPPORTING DOCUMENTS TO CONTRACT WITH GOVERNMENT OF THE VIRGIN ISLANDS

This list applies to all contracts, amendments and exercises of renewal options. All supporting documents must be submitted for every contract, amendment or renewal of a contract.

1. Current VI Business License (to conduct activity covered by contract being pursued); and/ or copy of a current business license issued by a state. IRS 501(c)(3) certification letter required for non-profit corporations.
2. Proof of Commercial General Liability Insurance with the Government of the Virgin Islands as Certificate Holder and Additional Insured as indicated on Endorsement (policy number on endorsement must match policy number on certificate). An endorsement that explicitly names the Government of the Virgin Islands as an additional insured is required– blanket insurance endorsements that do not name the Government of the Virgin Islands are not accepted)
3. Proof of Worker's Compensation Coverage/ Government Insurance Coverage
4. Sam.Gov Registration
5. Proof of Professional Liability Coverage with Government of the Virgin Islands as Certificate Holder for professional services contract. Professional services include but are not limited auditing and accounting firms, doctors, lawyers, architectural and engineering services, consulting, marketing firms. Professional liability (also known as errors and omissions/ malpractice insurance) is required only for professional services contracts where the Government will rely on the advice and services of the Contractor in its decision making processes OR where the government can suffer harm/ losses from faulty performance of the services from the quality of the contractor's work.
6. **Corporations (Inc., Corp, Co., Corporation)**
 - a. Articles of Incorporation (and applicable amendments)
 - b. Tradename Certificate if company uses a tradename (valid for two years)
 - c. Certificate of Good Standing (valid from July 1st thru June 30th)
 - d. Corporate Resolution on company letterhead (signed/ attested & dated by corporate secretary authorizing signatory)
7. **Limited Liability Company (LLC)**
 - a. Articles of Organization (and applicable amendments)
 - b. Tradename Certificate if company uses a tradename (valid for two years)
 - c. Certificate of Good Standing (valid from July 1st thru June 30th)
 - d. Memorandum Authorizing Signatory on company letterhead (signed/attested by secretary or all members)
8. **General Partnerships**
 - a. Partnership agreement (if it exists)
 - b. Memorandum authorizing signatory signed by all partners or secretary if one exists (valid for two years)
 - c. Tradename Certificate if company uses a tradename (valid for two years)
9. **Limited Partnerships (L.P/ LLP/ LLLP)**
 - a. Certificate of Limited Partnership or Statement of Qualification for LLP/LLLP
 - b. Tradename Certificate if company uses a tradename (valid for two years)
 - c. Certificate of Good Standing (valid from July 1st thru June 30th)
 - d. Memorandum Authorizing Signatory on company letterhead (signed/attested by secretary or all members)
10. **Sole Proprietorship**
 - a. Tradename certificate if a tradename is used (valid for two years)

Note: Documents listed in Nos. 1-4 above are required for all contractors. Documents listed in No. 5 apply to professional services contracts only. Documents listed in Nos. 6-9 are specific to each organization type, and are required in addition to the documents listed in Nos. 1-4 and 5 (if applicable). If a contractor is not performing work in the Virgin Islands and do not require local documents, agency has an obligation to verify expiration dates of all documents in the applicable state. Do not submit expired documents to DPP.